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Henry Green vs William Beasley

Pleas before the honorable Thomas Rodney Walter Leake and Oliver Fitts Esquires, Judges in and over the Miſsiſsippi Territory at a Superior Court held at the Court house in and for the County of Adams on the second monday in October in the year one thousand eight hundred and ten

Be it remembered that heretofore Towit. At a Superior Court held at the Court house in and for the County of Adams on the second monday in April in the year one thousand eight hundred and ten, before the Judges of the Territory aforesaid. Henry Green by Cowles Mead his attorney brought here into Court his bill against William Beasley in custody of the Sheriff of Adams County of a plea of treſpaſs on the case which said bill is in the following words Towit "Adams County Towit. William Beasley late of the County of Adams was attached to answer unto Henry Green in a plea of treſpaſs on the case &c. and whereupon the said Henry by Cowles Mead his attorney saith that whereas he the said Henry on the day of in the year was poſseſsed of a certain Bay horse interspersed with white hairs branded Ⓑ some white feet and blaze face as of his own property; and the said Henry being so thereof poſseſsed afterwards Towit on the day and year last aforesaid at the County aforesaid casually lost the said Bay horse marked and branded as aforesaid out of his custody and the same afterwards Towit on the day and year last aforesaid there came to the hands and poſseſsion of the said William by finding Yet the said William well knowing the said horse to be the property of the said Henry and of right to belong and appertain to him, but contriving and fraudulently intending to deceive and defraud the said Henry in this behalf hath not altho often requested, delivered the said horse as above described to the said Henry but on the contrary thereof he the said William afterwards towit on the day of in the year aforesaid at the County aforesaid converted and disposed of the same to his own use to the damage of the said Henry and therefore he brings his suit &c.

Afterwards To wit at a Superior Court held at the Court house in and for the County of Adams on the second monday in April in the year one thousand eight hundred and ten; this cause was legally continued.

And now at this day Towit At a Superior Court held at the Court house in and for the County of Adams on the second monday in October in the year one thousand eight hundred and ten, before the Judges of the Territory aforesaid comes the said Henry Green by his attorney aforesaid and the said William Beasley altho solemnly called comes not but makes default, whereby the said Henry Green remains against the said William Beasley in this behalf undefended by default of the said William Beasley. Therefore it is considered that the said Henry Green do recover against the said William Beasley the sum of thirteen dollars and ninety cents for his costs and charges by him about his suit in this behalf expended by the Court adjudged to the said Henry Green and with his assent. And the said William Beasley in mercy and so forth

William Hoggatt vs William P Anderson

Pleas before the honorable Thomas Rodney Walter Leake and Oliver Fitts Esquires, Judges in and over the Miſsiſsippi Territory at a Superior Court held at the Court house in and for the County of Adams on the second monday in October in the year one thousand eight hundred and ten.

Be it remembered that heretofore Towit at a Circuit Court held at the Court house in and for the County of Adams on the second monday in October in the year one thousand eight hundred and eight among others is the following writ of attachment in the Records and proceedings of said Court Towit

Miſsiſsippi Territory [illegible] To the Sheriff of Adams County greeting. Whereas William Hoggatt [illegible] hath complained on oath to Thomas Rodney Esquire Judge of the Circuit Court of Adams County that William P. Anderson is justly indebted to him to the amount of two hundred and ninety seven dollars and fifty cents and oath having been also made that the said William P. Anderson is an inhabitant of the State of Tenneſsee and the said William Hoggatt having given bond and security according to the direction of the act in such case made and provided; We therefore command you that you attach the estate of the said William P. Anderson if to be found in your county or so much thereof (repleviable on security) as shall be of value sufficient to satisfy the said debt and costs according to the complaint and such estate so attached in your hands to secure or so to provide that the same be liable to further proceedings thereupon to be had at the Circuit Court to be held for the county of Adams at the Court house thereof on the second monday of October next, so as to compel the said William P. Anderson to appear and answer the above complaint of the said William Hoggatt when and where you shall make known to the said Court how you have executed this writ. Witneſs Thomas Rodney Esquire Judge of the said Circuit Court at Washington [illegible] July in the year one thousand eight hundred and eight and of American Independence the thirty third Thomas Rodney. Upon which writ the Sheriff of Adams County made the following return Towit "Levied [illegible] Dated Augt 5th 1808. Isaac N. Selser Depy Shff. — Summoned [illegible] Lewis Esqr as Garnishee. Isaac N. Selser Depy Shff.

Afterwards Towit at a Circuit Court held at the Court house in and for the County of Adams on the second monday in October in the year one thousand eight hundred and ten. William Hoggatt by William B. Shields his attorney brought here into court his bill against William P. Anderson in these words Towit— "Miſsiſsippi Territory Adams County ss. — In the Circuit Court — October term 1808. William P. Anderson was attached by his goods and chattels to answer William Hoggatt of a plea of treſpaſs on the case; For that whereas the said William P. Anderson on the first day of July in the year one thousand eight hundred and eight, Towit at Washington in the County aforesaid was indebted to the said William.

Hoggatt in the sum of two hundred and ninety seven dollars and fifty cents lawful money of the United States for money by the said William Hoggatt before that time laid out expended and paid for the said William P. Anderson at his special instance and request and for other two hundred and ninety seven dollars and fifty cents of like lawful money for money by the said William Hoggatt before that time lent and advanced to the said William P. Anderson at his like request and for other two hundred and ninety seven dollars and fifty cents of like lawful money for money by the said William P. Anderson before that time had and received to the use of the said William Hoggatt; and being so indebted he the said William P. Anderson in consideration thereof afterwards Towit on the same day and year aforesaid at Washington aforesaid in the County aforesaid undertook and faithfully promised the said William Hoggatt to pay him the said last mentioned sum of money when he should be thereto afterwards requested. Yet the said William P. Anderson (although often requested &c.) hath not yet paid the said several sums of money or any part thereof to the said William Hoggatt; but he to pay the same or any part thereof to the said William Hoggatt hath hitherto wholly refused and still doth refuse to the said William Hoggatt his damage of five hundred dollars and therefore he sues &c. Pledges &c. W.B. Shields plffs. atty.

Afterwards Towit. at a Circuit Court held at the Court house in and for the County of Adams on the second monday in October in the year one thousand eight hundred and eight; this cause was legally continued

Afterwards Towit, at a Circuit Court held at the Court house in and for the County of Adams on the second monday in April in the year one thousand eight hundred and nine this cause was legally continued.

Afterwards Towit. at a Circuit Court held at the Court house in and for the County of Adams on the second monday in October in the year one thousand eight hundred and nine; this cause was legally continued.

Afterwards by virtue of the Statute of the General Aſsembly of the Territory aforesaid in such case made and provided this cause was transferred from the Circuit Court aforesaid into the Superior Court in and for the County of Adams on the second monday in April in the year one thousand eight hundred and ten

Afterwards Towit at a Superior Court held at the Court house in and for the County of Adams on the second monday in April in the year one thousand eight hundred and ten, this cause was legally continued.

And now at this day Towit at a Superior Court held at the Court house in and for the County of Adams on the second monday in October in the year one thousand eight hundred and ten. before the Judges of the Territory aforesaid. comes the said William Hoggatt by his attorney aforesaid. and the said William P. Anderson although solemnly called comes not but makes default. Therefore it is considered that the said William Hoggatt do recover against the said William P. Anderson the sum of thirteen dollars and thirteen cents for his costs by him about his suit in this behalf expended by the Court here adjudged to him and with his assent. and the said William P. Anderson in mercy and so forth.

William Gordon Foreman vs Washington Stubblefield

Pleas before the honorable Thomas Rodney Walter Le
and Obadiah Fitts Esquires, Judges in and over the
Mississippi Territory at a Superior Court held at the Court
in and for the County of Adams on the second monday in
October in the year one thousand eight hundred and ten.

Be it remembered that heretofore Towit at a Superior Court held at the Court house in and for the County of Adams on the second monday in April in the year one thousand eight hundred and ten. William Gordon Forman by Thompson his attorney brought here into Court his bill against Washington Stubblefield in custody of the Sheriff of Adams County of a plea of trespass on the case. which said bill hath for pledges to prosecute John Doe and Richard Roe and is in the following words Towit "Superior Court of Law and Equity for the Mississippi Territory in and for the County of Adams. April Term 1810. Adams County ss. William Gordon Foreman complains of Washington Stubblefield in custody &c. of a plea of trespass on the case. For that whereas the said Washington Stubblefield on the fourth day of March in the year of our Lord one thousand eight hundred and ten in the City of Natchez Towit at Adams County aforesaid made his certain note in writing commonly called a promissory note with his proper hand thereto subscribed bearing date on the day and year last mentioned and then and there delivered the said note to the said William Gordon Forman by which said note the said Washington Stubblefield on demand promised to pay to the said William Gordon Forman by the name and description of Wm. Gordon Forman or order the sum of one thousand eighty two dollars and twenty nine and an half cents for value received by reason whereof the said Washington Stubblefield became liable to pay to the said William Gordon Forman the said sum of money contained in said note according to the tenor and effect of said note and being so liable the said Washington Stubblefield in consideration thereof afterwards Towit on the day and year last mentioned in the County of Adams aforesaid undertook and then and there faithfully promised the said William Gordon Forman to pay him the said sum of money contained in said note according to the tenor and effect of said note. Nevertheless the said Washington Stubblefield his promise and undertaking aforesaid in form aforesaid made not in the least regarding the aforesaid sum of money or any part thereof to the aforesaid William Gordon Forman hath not yet paid. although to pay the same the said Washington Stubblefield by the said William Gordon Forman hath been often required. but to pay the same to the said William Gordon Forman he the said Washington Stubblefield hath hitherto refused and still doth refuse to the damage of the said William Gordon Forman of two thousand dollars and thereupon he brings suit &c.

Afterwards Towit, at a Superior Court held at the Court house in and for the County of Adams on the second monday in April in the year one thousand eight hundred and ten; this cause was legally continued.

And now at this day Towit. at a Superior Court held at the Court house in and for the County of Adams on the second monday in October in the year one thousand eight hundred and ten before the Judges of the Territory aforesaid. the said Washington Stubblefield had leave to answer the declaration of the said William Gordon Forman before the Judges of the Territory aforesaid at the Court aforesaid and thereupon came the said William Gordon Forman and the said Washington Stubblefield although solemnly required came not nor saith any thing in bar or preclusion of the action of the said William Gordon Forman by which the said William Gordon Forman remains therein undefended against the said Washington Stubblefield for which the said William Gordon Forman ought to recover against the said Washington Stubblefield his damages by reason of the nonperformance of the several promises and undertakings of the said Washington Stubblefield. but because it is unknown to the Court here what damages the said William Gordon Forman hath sustained by reason of the nonperformance of the promises and undertakings aforesaid. afterwards it is commanded that the Sheriff of Adams County do summon fifty one good and lawful men of his County according to the directions of the act of the General Assembly of the Territory aforesaid in such case made and provided to be and appear before the Judges of the Territory aforesaid at a Superior Court to be holden at the Court house in and for the County of Adams on the second monday in October in the year one thousand eight hundred and ten. by whom &c. who neither &c. to recognize &c. and diligently to enquire in and to assess the damages which the said William Gordon Forman hath sustained by reason of the nonperformance of the promises and undertakings of the said Washington Stubblefield as aforesaid at which day came the Jurors of the Jury of which mention is above made who being called certain of them came To wit," Andrew Owens, Calvin Smith, David Parnell, Abram Defrance, John Rabb, William F. Voss, Joseph Montgomery, Joseph Piper Robert Taylor. Enoch Rose, William Nicholls and David Burney, who being impannelled tried and sworn the truth to speak upon the matters within contained. say upon their oath that the said William Gordon Forman hath sustained damages by reason of the nonperformance of the several promises and undertakings aforesaid. over and above his costs and charges by him about his suit in this behalf expended to nine hundred and eight dollars and sixty nine and a half cents. Therefore it is considered that the said William Gordon Forman do recover against the said Washington Stubblefield his damages aforesaid in form aforesaid assessed by the Jurors aforesaid and also twenty three dollars and fifty five cents for his costs and charges by the court adjudged to him and with his assent. which said damages costs and charges amount in the whole to nine hundred and thirty two dollars and twenty four and a half cents. and the said Washington Stubblefield in mercy and so forth.

Rezin Hammond and James Brown vs Henry Strong

Pleas before the honorable Thomas Rodney, Walter Leake and Oliver Fitts —— Esquires, Judges in and over the Mississippi Territory at a Superior Court held at the Court house in and for the County of Adams on the second monday in October in the year one thousand eight hundred and ten.

Be it remembered that heretofore Towit at a Superior Court held at the Co in and for the County of Adams on the second monday in April in the year one th eight hundred and ten. before the Judges of the Territory aforesaid Rezin Ham and James Brown by Charles B. Green their attorney brought here into court their against Henry Sterling in custody of the Sheriff of Adams County of a plea of trespass on the case. which said bill hath for pledges to prosecute John Doe and Richard Roe and is in the following words and figures Towit " Mississippi Territory. Adams County. Superior Court April Term 1810 - Rezin Hammond and James Brown complain of Henry Sterling in custody &c. of a plea of Trespass on the case: For that whereas the said defendant on the twenty second day of January in the year of our Lord one thousand eight hundred and eight. at Adams County aforesaid made his certain note in writing commonly called a promissory note his own proper hand being thereto subscribed bearing date on the same day and year aforesaid and then and there delivered the said note to one Walter McClellan and thereby in all the month of January next promised to pay the said McClellan or order two hundred and twelve dollars and fifty cents for value received. by reason whereof and by force of the Statute the said defendant became liable to pay the said McClellan the said sum of money according to the tenor and effect of said note. And the said Walter McClellan to whom or to whose order the said sum of money in the said note contained was to be made afterwards and before the payment of the said sum of money or any part thereof and before the expiration for the payment thereof Towit on the 25th day of January 1808. at Adams County aforesaid indorsed the said note his own proper hand being thereto subscribed and then and there directed by the said indorsement the said sum of money to be paid to one William Bruin by the name of Doctr. William Bruin, and then and there delivered the said note to the said William Bruin of which the said defendant afterwards on the same day and year aforesaid at Adams County aforesaid had notice And the said William Bruin to whom the said sum of money in the said note contained was by the said indorsement to be made afterwards and before the payment of the said sum of money or any part thereof and before the expiration of the time for the payment. Towit on the same day and year aforesaid at Adams County aforesaid indorsed the said note his own proper hand being thereto subscribed and then and there by the said indorsement directed the payment of the said sum of money contained in said note to be made to the said plaintiffs and then and there delivered the said note to the said plaintiffs of which the said defendant afterwards Towit on the same day and year aforesaid at Adams County aforesaid had notice by reason whereof the said defendant became liable to pay the said plaintiffs the said sum of money according to the tenor and effect of said note and the indorsements made thereon as aforesaid: And being so liable the said defendant afterwards To wit on the same day and year last aforesaid at Adams County aforesaid in consideration thereof undertook and faithfully promised the said plaintiffs to pay them the said sum of money according to the tenor and effect of said note and the indorsements made them as aforesaid. And whereas the said defendant afterwards Towit on the same day and year last aforesaid at Adams County aforesaid was indebted to the said plaintiffs in the sum of five hundred dollars dollars for money by the said defendant before that time at the special and request of the said defendant had and received of the said plaintiffs and to their use: and for money by the said plaintiffs before then laid out expended and paid to and for the said defendant at his special instance and request: and for money by the said plaintiffs before then lent and advanced to the said defendant at his special instance and request and being so indebted he the said defendant in consideration afterwards Towit on the same day and year aforesaid at Adams County aſsd. undertook and faithfully promised the said plaintiffs to pay them the said sum of money when thereto requested Neverthelеſs the said defendant although often requested &c. has not paid the said plaintiffs or either of them the said sums of money or any part thereof but he to do this has hitherto refused and still doth wholly refuse to pay the same to them or either of them to the damage of the said plaintiffs five hundred dollars - dollars and therefore they bring suit &c.

Afterwards Towit at a Superior Court held at the Court house in and for the County of Adams on the second monday in April in the year one thousand eight hundred and ten. this cause was legally continued.

And now at this day Towit at a Superior court held at the Court house in and for the County of Adams on the second monday in October in the year one thousand eight hundred and ten before the Judges of the Territory aforesaid come the said Rezin Hammond and James Brown by their attorney aforesaid and the said Henry Sterling although solemnly called come not but makes default. nor saith any thing in bar or preclusion of the action of the said Rezin Hammond and James Brown whereby they the said Rezin Hammond and James Brown remain against the said Henry Sterling undefended. for which the said Rezin Hammond and James Brown ought to recover against the said Henry Sterling their damages by reason of the nonperformance of the several promises and undertakings of the said Henry Sterling. but because it is unknown to the Court here what damages the said Rezin Hammond and James Brown have sustained by reason of the nonperformance of the promises and undertakings aforesaid. Afterwards it is commanded that the Sheriff of Adams County do summon thirty six good and lawful men of his County according to the directions of the act of the General aſsembly of the Territory aforesaid in such case made and provided. to be and appear before the Judges of the Territory aforesaid at a court to be held at the Court house in and for the County of Adams on the second monday in October in the year one thousand eight hundred and ten. by whom and so forth and who neither and so forth to recognize and so forth and deligently to enquire on and to aſseſs the damages which the said Rezin Hammond and James Brown have sustained as aforesaid - At which day came the Jurors of the Jury of which mention is above made who being called certain of them came Towit "Andrew Owen, Calvin Smith, David Pannell, Abr Defrance, John Rabb, William F. Voſs, Joseph Montgomery, "Joseph Pop

Taylor, Enoch Rose, William Nicholls and David Burney, who being impa tried and sworn the truth to speak concerning the matters within contained say u their oath that the said Henry Stirling did undertake and promise in manner form as the said Rezin Hammond and James Brown have in their declaration above complained against him. And they assess the damages of the said Rezin Hammond and James Brown by reason of the nonperformance of the promises and undertakings aforesaid, over and above their costs by them about their suit in this behalf expended, to two hundred and thirty three dollars and eighty eight cents. Therefore it is considered that the said Rezin Hammond and James Brown do recover against the said Henry Stirling their damages aforesaid by the Jurors aforesaid in form aforesaid assessed and also twenty three dollars and five cents for their costs and charges by the court now here adjudged to them and with their assent. Which said damages costs and charges amount in the whole to two hundred and fifty six dollars and ninety three cents. And the said Henry Stirling in mercy and so forth

William Scott vs William Fox

Pleas before the honorable Thomas Rodney Walter Leake and Oliver Fitz Esquires Judges in and over the Mississippi Territory at a Superior Court held at the Courthouse in and for the County of Adams on the second Monday in October in the year One thousand Eight hundred and ten.

Be it Remembered That heretofore towit At a Superior Court held at the Courthouse in and for the County of Adams on the second Monday in October in the Year One thousand Eight hundred and ten, the Justices of the County Court in and for the County of Adams transmit to the Superior Court aforesaid the Record and proceedings of a Plea which was lately depending before them in the County Court aforesaid between William Scott and William Fox and wherein the said County Court gave judgment for the said William Scott against the said William Fox and from which Judgment the said William Fox prayed an appeal into the Superior Court aforesaid, Which said Record and proceedings are in the words following towit —

Mississippi Territory, Adams County Court towit

Pleas before Samuel Brooks Esq presiding Justice and other Justices of the County Court of Adams County aforesaid holden at the Court house thereof on the second Monday of July of the year of our Lord Eighteen hundred and ten being the ninth day of the said Month and in the thirty fifth Year of the Independence of the United States of America –

William Scott Plaintiff v William Fox Defendant } In Case   Taylor / Green & Tichenor } attor

Be it Remembered That heretofore towit on the tenth day of April in the Year of our Lord Eighteen hundred and nine William Scott by John Taylor his attorney sued out and obtained from the Court aforesaid our Writ of Capias ad respondendum against the Body of William Fox which said Writ with the indorsements thereon are in the words following towit "The Mississippi Territory of the United States To the Sheriff of Adams County Greeting: We command you to take William Fox wheresoever he may be found in your County and him safely keep so that you have his body before the Justices of our County Court for said County at the Court house thereof on the second Monday in July next to answer to William Scott of a plea of trespass on the Case to his damage three hundred dollars and have then there this Writ Witness Samuel Brooks Esquire presiding Justice of our said Court who has caused the seal of the said County to be hereto affixed this second Monday in April in the year eighteen hundred and nine and in the thirty   year of American Independence – J Girault Clerk A C – Issued 29th day of June 1809 – Whereupon is endorsed thus " This Suit is founded on an acknowledgment in writing signed by the Defendant that he had received property of the plaintiff to an amount of one hundred and eighty dollars and fifty cents which writing bears date St Louis 18. May 1806 – Bail required J Taylor atty for Pltff

Afterwards towit At a County Court held ... in and for the County aforesaid at the Courthouse thereof on the second Monday in July in the year last aforesaid came the Plaintiff by his attorney afore and also came the Sheriff of said County towit Montfort Calvit who made his return of the aforesaid Writ in the manner following towit that by virtue thereof he had taken the body of the said Defendant as therein he is commanded and therewith delivered into the Court aforesaid a certain Writing obligatory commonly called a Bail Bond the tenor whereof and of the condition there underwritten and aſsignment thereto annexed are as follows towit "Know all Men by these presents that we William Fox and William Donalson of Adams County Miſsiſsippi Territory are held and firmly bound unto Montfort Calvit Sheriff of said County in the sum of three hundred and sixty dollars to be paid to the said Montfort Calvit his Executors Administrators or aſsigns for which payment well and truly to be made we bind ourselves our Executors and Administrators jointly and severally firmly by these presents Sealed with our Seals and dated the first day of July Anno Domini One thousand Eight hundred and nine The Condition of this Obligation is such that if the above bound William Fox shall be and appear before the Justices of the County Court of Adams County to be holden for said County at the Courthouse thereof on Monday the 11th instant to answer William Scott of a Plea of treſpaſs on the Case damage three hundred dollars and in case he should be cast in said shall also pay and satisfy the costs and condemnation of the Court or render his Body to prison in Execution for the same, or on the failure thereof that the said William Donalson will do it for him then this obligation to be void otherwise to remain in full force and virtue

Signed Sealed and delivered in presence of — V Dorsey

William Fox Seal
William Donalson Seal

I Montfort Calvit Sheriff of the County of Adams do hereby aſsign the above obligation and Condition to William Scott his Executors & Administrators to be sued for, according to the Statute in such case made and provided In Witneſs Whereof I have hereunto set my hand and Seal this day of July 1809 — Montfort Calvit Shff A C

Whereupon the said Plaintiff by his Attorney aforesaid brought into the said Court his declaration or plaint against the said Defendant which said Declaration hath for pledges to prosecute John Doe and Richard Roe and is in the words following towit

Adams County Ss- Adams County Court, July Term

William Scott complains of William Fox in custody of a plea of trespass on the case for that Whereas the said William Fox on the nineteenth day of March in the Year of our Lord one thousand Eight hundred and seven, at the County aforesaid was indebted to the said William Scott in the sum of two hundred and two dollars for divers goods wares and Merchandize by the said William Scott to the said William Fox and at his special instance & request before that time sold and delivered and being so indebted the said William Fox in consideration thereof afterwards towit on the day and year aforesaid at the County aforesaid took upon himself and then and there promised the said William Scott to pay him the aforesaid sum of Money when he should be afterwards thereunto requested And Whereas also the said William Fox ~~towit~~ on the day and year aforesaid at the County aforesaid in consideration that the said William Scott had before that time at the like special instance and request of the said William Fox sold and delivered divers other goods wares and merchandize undertook upon himself and there faithfully promised the said William Scott that he the said William Fox would well and truly pay & satisfy to the said William Scott as much money as the goods Wares and Merchandize last mentioned were reasonably worth, at the time of the sale and delivery thereof when he should be thereunto afterwards requested and the said William Scott avers that the Goods Wares and Merchandize last mentioned were reasonably worth other sum of two hundred and two dollars at the time of the sale and delivery thereof towit at the County aforesaid, whereof the said William Fox then and there had notice And Whereas also the said William Fox afterwards towit on the day and year aforesaid at the County aforesaid was indebted to the said William Scott in other sum of two hundred and two dollars for money he the said William Fox before that time had and received to the use of the said William Scott and being so indebted he the said William Fox afterwards towit on the day and year aforesaid at the

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undertook and promised to pay him the said William Scott the last mentioned sum of money when he should be afterwards thereunto requested yet the said William Fox hath not paid the said sum or sums of money aforesaid, to the said William Scott (although to pay the same to him he the said William Fox afterwards towit on the day and year aforesaid at the County aforesaid by the said William Scott was requested but to pay the same to him hitherto hath refused and still doth refuse to the damage of the said William Scott three hundred dollars and therefore he brings suit - John Doe and Richard Roe pledges &c Jno Taylor atto for Plaintiff And on motion of the said Plaintiff by his said attorney it is ruled and ordered that unless the said Defendant do appear within the time prescribed by Law - and make his Plea or defence to the said Plaintiffs action that Judgment by default shall be entered against him for the said Plaintiff for such damages as he hath sustained by reason of the premises and costs of suit Afterwards towit on the fourth day of the said term of the Court aforesaid came the said Defendant by Charles B Green and Gabriel Tichenor his Attornies and made his defence or plea to the Plaintiffs action aforesaid in manner and form following towit "And the said Defendant comes and defends the wrong and injury when &c and says he did not undertake and promise in manner and form as the said Plaintiff has declared against him and of this he puts himself upon the Country - And the said Pltf doth the like - And the said Defendant for further plea by leave &c according &c says the said Plaintiff ought not to have and maintain his said action against him because he says that before the issuing the writ in this Cause towit on the day of Anno Domini 1807 - he the Defendant well and truly paid to the said Plaintiff all damages in the said declaration and this he is ready to verify &c - Green & Tichenor for the Defendant And the said Plaintiff in answer to the said second plea above pleaded saith he ought to be barred of his said action because he says that the said Defendant did not well & truly pay and satisfy to the said Plaintiff his damages in manner and form as he in his plea hath alledged; and this he prays may be inquired of by the Country Jno Taylor Attorney for the Plaintiff And the Defendant doth the like -

And thereupon this cause was legally continued until the next term, and the same day is given to both parties Afterwards towit at a County Court held in and for the County aforesaid at the Courthouse thereof on the second Monday in October of the Year of our Lord Eighteen hundred and nine this Cause was legally continued until the next term; and the same day is given to both parties— Afterwards towit at a County Court held in and for the County aforesaid at the Court house thereof on the second Monday in January of the Year of our Lord Eighteen hundred and ten this Cause was legally continued until the next term; and the same day is given to both parties And now at this day towit at a County Court held as aforesaid on the day and year first above written came the said parties by their attornies aforesaid and on motion of said Plaintiff by his Attorney aforesaid came a Jury towit Isaac Taylor— Pleasant H Hunter, Wigdon King, William Wilkinson, Abram Defrance, William Cochran, John B Willis, Nathaniel Ivy William Barland John Curtis Anthony Campbell Philip Hill, who being impannelled and sworn to try the issue joined in this Cause on their oath do say that the Defendant did assume and undertake in manner and form as in the declaration mentioned and assess the damages of the said Plaintiff by reason of the nonperformance of the said promise and undertaking to One hundred and Eighty dollars fifty cents over and above his costs and charges by him about his Suit in this behalf expended and on their oath do further say that the said Defendant did not pay to the said Plaintiff the damages in the declaration contained as in pleading he hath alledged— Therefore it is considered that the said Plaintiff do recover against the Defendant his said damages costs and charges by the Jurors aforesaid in form aforesaid assessed Also nineteen dollars twelve and a half cents for his Costs by him about in that behalf expended which damages Costs and Charges amount in the whole to one hundred ninety nine dollars Sixty two and a half cents and the said Defendant in Mercy and so forth— From which judgment the said Defendant prayed an appeal, which was granted him upon his entering into bond conditioned agreeably to law with Robert H Morrow Security which said Bond was executed and acknowledged in open Court and is in the following words towit Mississippi Territory— County of Adams Know all Men by these Presents that we William Fox and Robert H Morrow of the County aforesaid are held and firmly bound unto William Scott in the sum of three hundred and Sixty dollars to be paid to the said William Scott his certain Attorney heirs or assigns to which payment well and truly to be made we bind ourselves our Heirs Executors and Administrators each and every of us and their jointly and severally, firmly by these presents— Witness our hands and seals this 13. day of July 1810— The Condition of this obligation is such that Whereas in a certain action of trespass on the case prosecuted in the County Court of the County of Adams aforesaid Wherein the said Wm Scott is Plaintiff and the said Wm Fox is Defendant on trial of which judgment was given against the said William Fox for One hundred Eighty dollars fifty cents and costs of Suit; from which judgment the said William Fox has prayed and obtained an appeal to the honorable the Superior Court of this Territory— Now if the said appellant shall prosecute his appeal, and truly abide by and perform the Judgment, sentence and decree of the said Court— then this obligation to be void otherwise to remain in full force and virtue. Wm Fox Seal

Taken & acknowledged in open Court. Robert H Morrow Seal

Girault CCB

Afterwards it is commanded that the Sheriff of Adams County do summon thirty six good and lawful Men of his County according to the directions of the act of the General Assembly of the Territory

aforesaid in such case made and provided to be and appear before the Judges of the Territory aforesaid at a Superior Court to be held at the Courthouse in and for the County of Adams on the second Monday in October in the Year One thousand Eight hundred and two, by whom and so forth, and who neither and so forth to recognize and so forth, because as well and so forth the same day is given to the parties aforesaid there and so forth– At which day before the Judges of the Territory aforesaid at the Superior Court there and there held came as well the said William Scott as the said William Fox by their respective Attornies aforesaid, And the Jurors of the Jury of which mention is above made being called certain of them came to wit Benjamin Kitchen, Levi Whittington Archibald Lewis, Abram Galtney Rezin Hammond David Gibson Joel Pate, Richard Fretwell Joshua Draughn Amasa Hague, Charles Miles Henry Hunt, who being empannelled tried and sworn to speak the truth concerning the matter within contained say upon their oath that the said William Fox did undertake and promise in manner and form as the said William Scott hath above complained against him and they assess the damages of the said William Scott by reason of the nonperformance of the said several promises and undertakings over and above his costs and charges by him about his suits in that behalf expended to One hundred and Eighty dollars and fifty cents– Therefore it is considered That the said William Scott do recover against the said William Fox his damages aforesaid by the Jury aforesaid in form aforesaid assessed and also for
his costs and charges by him about his suit in that behalf expended. by the Court now here adjudged to the said William Scott with his assent. Which said damages costs and charges amoun
in the whole to
And it is also considered by the Court now here that the said William Scott do recover against the said Robert H Morrow Se
of the said William Fox in the appeal aforesaid, the damag

and Costs aforesaid by virtue of the Statute in such case made
and provided. And be the said William Fox and Robert H
Morrow in Mercy and so forth -